

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

Request for name change from South Carolina
STRONG dba STRONG Movers to Delancey
Street South Carolina dba Delancey Street
Moving & Transportation

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: 2013-368-T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: South Carolina STRONGTelephone: (843) 554-5179

Address: 2510 N Hobson Ave
N Charleston SC 29405

Fax: (843) 554-5182

Other: _____

Email: mboris@delanceystreet.org

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Application – Class C Taxi | <input type="checkbox"/> Request to Amend Scope of Authority |
| <input type="checkbox"/> Application – Class C Charter | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application – Class C Charter Bus | <input type="checkbox"/> Request to Amend Passenger Limit |
| <input type="checkbox"/> Application – Class C Non-Emergency | <input type="checkbox"/> Request |
| <input type="checkbox"/> Application – Class E Household Goods | <input type="checkbox"/> Exhibit |
| <input type="checkbox"/> Application – Class E Hazardous Waste | <input type="checkbox"/> Late-Filed Exhibit |
| <input type="checkbox"/> Application | <input type="checkbox"/> Letter |
| <input type="checkbox"/> Request for Extension to Comply with Order | <input type="checkbox"/> Proposed Order |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain Certificate of Public Convenience and Necessity to Be Rescinded | <input type="checkbox"/> Publisher's Affidavit |
| <input type="checkbox"/> Request for Cancellation of Certificate | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Request for Suspension | <input type="checkbox"/> Response |
| <input type="checkbox"/> Request for Reinstatement | <input type="checkbox"/> Return to Petition |
| <input checked="" type="checkbox"/> Request for Name Change on Certificate | <input type="checkbox"/> Other: _____ |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

283934

RECEIVED
APR 3 19

RECEIVED
APR 02 2019
PSC SC
CLERK'S OFFICE

CLASS E AMENDMENT FORM

<p>Mail or Fax a copy of this form to:</p> <p>Public Service Commission of South Carolina Clerk's Office 101 Executive Center Dr., Ste 100 Columbia, S.C. 29210</p> <p>PHONE (803) 896-5100 FAX (803) 896-5199</p>	<p>Need Assistance with completing the Form?</p> <p>SC Office of Regulatory Staff Transportation Department</p> <p>PHONE: (803) 737-0800</p>
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DATE: 2/27/2019

I have the following Certificate of Public Convenience and Necessity:

☐ Class E Household Goods # 9804 ☐ Class E Hazardous Waste # _____

Please consider this as my request for the following amendment(s) to my Certificate:

Name Change

From: South Carolina STRONG
(Current Name)

STRONG Movers
(Current DBA, if Applicable)

To: Delancey Street South Carolina
(New Name)

Delancey Street Moving & Transportation
(New DBA, if Applicable)

Scope of Authority

(Current Scope)

(New Scope)

(NOTE: All requests for expanded scope of authority for household goods movers require the filing of a full application and a formal hearing before the Public Service Commission. Any request to expand beyond three contiguous counties requires additional justification and will require the presentation of a shipper witness(s) at the hearing before the PSC.)

☐ **Tariff (change in rates, fuel surcharge, etc. Attach any appropriate documentation)**

South Carolina STRONG
(Name)

2510 N Hobson Ave
(Street and/or Mailing Address)

STRONG Movers
(DBA if applicable)

N Charleston SC 29405
(City, State, Zip Code)

Mimi H. Silbert - President
(Title) Owner, President, etc.

415-512-5190
(Telephone Number)

Jan 23 2017

REFERENCE ID: 1701201556085

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to the provisions of Section 33-31-1005 of the 1976 South Carolina Code of Laws, as amended, the applicant delivers to the Secretary of State these articles of amendment.

1. The name of the nonprofit corporation is South Carolina STRONG
(Must match name on record with Secretary of State's Office)
2. Date incorporated May 17, 2006
(Must match date on record with Secretary of State's Office)
3. On July 14, 2016, the following amendment was adopted, _____
(Date the amendment was decided upon)
Article I is amended to read as follows:
The name of the nonprofit corporation is Delancey Street South Carolina.
4. ☐ By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.)
5. If the approval of the members was required to adopt the amendment(s), provide the following information:
 - (a) Designation (Classes of Membership) 1
 - (b) Number of memberships outstanding 1
 - (c) Number of votes entitled to be cast by each class entitled to vote separately on the amendment 1
 - (d) Number of votes of each class indisputably voting on the amendment 1
 - (e) Complete one of the following as appropriate
 - (i) Total number of votes cast for and against the amendment by each class entitled to vote separately
1 vote was cast for the amendment by the 1 class entitled to vote; no votes against.
 - (ii) Total number of undisputed votes cast for the amendment by each class which was sufficient for approval for that class

Jan 23 2017

REFERENCE ID: 1701201556085

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

South Carolina STRONG

Name of Corporation

6. ☐ By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 South Carolina Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)

7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself _____

n/a

8. ☐ If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

South Carolina Strong

Name of Corporation

David Silbert

Signature of Officer

David Silbert

Type or Print Name

Chair

Position of Officer

1.12.17

Date

FILING INSTRUCTIONS

1. Two copies of this form must be submitted for filing.
2. Filing fee of \$10.00 payable to the Secretary of State
3. A self addressed stamped return envelope.
4. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.

Mail to: Secretary of State
Attn: Corporations
1205 Pendleton St, Suite 525
Columbia, SC 29201

Form Revised by South Carolina Secretary of State, March 2012

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: August 9, 2017

Person to Contact:

K. Gleason #0203083

Toll-Free Telephone Number:

877-829-5500

DELANCEY STREET SOUTH CAROLINA
% MICHAEL DELANE
2510 HOBSON AVE
N CHARLESTON SC 29405

Number:
Form 990 Required:

Yes

Dear Sir or Madam:

This is in response to your request dated July 10, 2017, regarding your tax-exempt status.

We issued you a determination letter in August 2007, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the South Carolina Public Service Commission.

SECTION 1. (A) THE CARRIER IS LIABLE for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in-Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of:

- Coins, currency, deeds, notes, stamps, letters, drafts securities, evidence of debt, or valuable papers of any kind.
- Jewelry, precious stones, precious metals, or watches.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.

(B) THE CARRIER IS NOT LIABLE for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances:

- a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
- b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
- c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings..
- d. Loss or damage because the item was in an obvious state of disrepair at the time of the shipment, provided that the carrier noted the disrepair on the inventory.
- e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
- g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
- h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- j. Acts of God.

Carriers will not accept the following items for shipment:

1. Explosives or firearms.
2. Dangerous goods.
3. Property liable to damage carrier equipment or other property.
4. Alcoholic beverages.

The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

SECTION 2. The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected Basic Value Protection, the carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected Full Value Protection with Deductible, the carrier's maximum liability shall be the amount of the fair market value or repair cost at carrier's option, less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

SECTION 3. Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

SECTION 4. (A) The customer must pay all legal charges. **(B)** If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. **(C)** The customer shall be responsible to indemnify the carrier for any loss or damage caused by inclusion in the shipment of explosives, dangerous articles, dangerous goods, or firearms

SECTION 5.

- (A) A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:
 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
 2. The customer refused or was unable to accept delivery.
 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.
- (B) The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- (C) The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, e-mail address, if applicable, telephone number of the warehouse where the shipment is stored.

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within 30 days after delivery. In the case of failure to make delivery, the claim must be filed within 30 days after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt should accompany the written claim.

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Delancey Street Moving & Transportation

South Carolina Household Goods Tariff

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Delancey Street Moving & Transportation
South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by DELANCEY STREET MOVING & TRANSPORTATION. These services are furnished between points and places statewide.

Delancey Street Moving & Transportation

South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the DELANCEY STREET MOVING & TRANSPORTATION's office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$95.00
Three Men and a Truck	\$130.00
Four Men and a Truck	\$165.00
Each Additional Man	\$35.00 per man/per hour
Each Additional Truck	\$25.00 per hour

1.2 Office Hours / Minimum Hourly Charges:

DELANCEY STREET MOVING & TRANSPORTATION will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, DELANCEY STREET MOVING & TRANSPORTATION will charge the applicable minimum. Customers are charged an additional 35% fee for overtime labor that occurs after 6:00 pm Monday through Friday and after 4:00 pm Saturday and Sunday.

1.3 Storage in Transit Rates:

Delancey Street Moving & Transportation

South Carolina Household Goods Tariff

Storage in transit rates shall include a one-time warehouse handling charge of \$6.00 per 100 pounds, and storage charges of \$2.00 per 100 pounds on the stored weight for the first day, and \$.50 per 100 pounds per day for each additional day the shipment remains in storage. If any shipment remains in storage in excess of ninety (90) days, the point of storage shall be considered the point of destination and, thereafter, the shipment shall be subject to the rules, regulations and charges of the individual warehouseman. The subsequent transportation after ninety (90) days from point of storage to point of delivery shall be considered a separate shipment, subject to hourly rates both into and out of the point of storage. The weight of the shipment, for purposes of determining the warehouse handling and storage charges, may be estimated by multiplying the total cubic feet of storage space occupied by the shipment on the warehouse platform by seven (7) pounds per cubic foot.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

2.2 Elevator or Stair Carry

DELANCEY STREET MOVING & TRANSPORTATION does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

DELANCEY STREET MOVING & TRANSPORTATION does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

Delancey Street Moving & Transportation South Carolina Household Goods Tariff

2.4 Pick Up and Delivery

DELANCEY STREET MOVING & TRANSPORTATION charges an additional \$67.00 fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 DELANCEY STREET MOVING & TRANSPORTATION does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 DELANCEY STREET MOVING & TRANSPORTATION is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. DELANCEY STREET MOVING & TRANSPORTATION reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

DELANCEY STREET MOVING & TRANSPORTATION charges an extra fee to move pianos - \$60 for Console/Up-Right – Baby Grand \$65 – Grand \$75.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of DELANCEY STREET MOVING & TRANSPORTATION.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Delancey Street Moving & Transportation South Carolina Household Goods Tariff

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. DELANCEY STREET MOVING & TRANSPORTATION must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, DELANCEY STREET MOVING & TRANSPORTATION reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right at DELANCEY STREET MOVING & TRANSPORTATION's option to repair or replace the item(s), or compensate for the damage as provided herein. If there is damage, notify DELANCEY STREET MOVING & TRANSPORTATION immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4 Compensation for Damage.** Unless customer has elected Full Value Protection, the maximum liability of DELANCEY STREET MOVING & TRANSPORTATION for damage to customer's possessions is 60 cents per pound per article. DELANCEY STREET MOVING & TRANSPORTATION, at its option, can provide the cost of repair, the fair market value, or 60 cents per pound per item. The base rate for Full Value Protection is \$250.00, plus an additional \$1.50 for each \$100.00 of lump sum value declared on the Bill of Lading. Under Full Value Protection, DELANCEY STREET MOVING & TRANSPORTATION at its option can provide the cost of repair or the fair market value of the damaged item.

3.2 Computing Charges

DELANCEY STREET MOVING & TRANSPORTATION rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

DELANCEY STREET MOVING & TRANSPORTATION rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

Delancey Street Moving & Transportation

South Carolina Household Goods Tariff

3.4 Items of Particular Value

DELANCEY STREET MOVING & TRANSPORTATION does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. DELANCEY STREET MOVING & TRANSPORTATION will not accept responsibility for safe delivery of such articles if they come into DELANCEY STREET MOVING & TRANSPORTATION's possession with or without DELANCEY STREET MOVING & TRANSPORTATION's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of DELANCEY STREET MOVING & TRANSPORTATION Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

DELANCEY STREET MOVING & TRANSPORTATION shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

DELANCEY STREET MOVING & TRANSPORTATION shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the DELANCEY STREET MOVING & TRANSPORTATION office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

Delancey Street Moving & Transportation
South Carolina Household Goods Tariff

Number of Movers

Hourly Rate

Two Men and a Truck	\$93.00
Three Men and a Truck	\$126.00
Four Men and a Truck	\$159.00
Each Additional Man	\$33.00 per man/per hour